

## **Article 13**

### **SENIORITY**

#### **Section A. Layoff and Recall.**

For the purposes of bumping, layoff and recall, seniority shall have that definition provided for in Section C. of this Article and Article 14, Sections D.4 and D.5.

#### **Section B. Fringe Benefit Computation.**

For purposes of computing eligibility for any fringe benefit, seniority shall have that definition provided in the Article of this Agreement which establishes or continues such fringe benefit.

#### **Section C. General.**

For all other purposes stated in this Agreement, seniority shall consist of the total length of service in any and all Bargaining Unit classes, provided there is no break in continuous state service. No hours paid in excess of 80 in a biweekly pay period shall be credited. No hours shall be credited for time in non-career appointments, lost time or unpaid suspensions (if not made up through overtime in the same pay period), suspension, leave of absence without pay (other than military leave of absence for up to 10,400 hours in accordance with Federal statute), or layoff. Upon request of the Union an employee granted a military leave of absence shall also be credited with bargaining unit seniority for non-paid time spent receiving medical care resulting from service in the military, even if not recalled to military duty.

Employees off work due to injury or illness compensable under Workers' Compensation shall continue to accumulate seniority for the full period of illness or injury or disability precisely as though they had been working an 80-hour pay period.

All experience earned at the Ionia State Hospital or Riverside Mental Health Facility will be counted as continuous service in the class series that the employee was in, on the effective date of the initial contract, which was February 1, 1981.

Employees who had time in Security Unit classes prior to February 1, 1981 will not have that time deducted from their current seniority.

In the event two or more employees have the same seniority, seniority of the one as against the other shall be determined by giving the greater seniority credit to the employee with the highest New Employee School graduation score.

To break ties which exist thereafter, and when one or more of the employees in the seniority tie does not have a New Employee graduation score, the last four

digits of the Social Security number shall be used to break such ties, with preference going to the employee with the lowest number.

An employee's continuous service record shall be broken and not bridged when the employee separates from state classified service by means other than layoff, suspension or approved leave of absence. If an employee is separated from the state classified service by means of layoff, suspension or approved leave of absence, the employee will retain his/her original seniority for a period equal to his/her length of continuous service up to a maximum of three years. Any period of absence of more than three years shall represent a break in continuous service (other than Military or Union Representative leave of absence).

An employee who returns to the Bargaining Unit after a break in service and who has accrued one additional years of Bargaining Unit seniority shall have their total previous Bargaining Unit seniority hours credited upon request to their facility personnel office.

#### **Section D. Application.**

The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

When the Employer becomes responsible for a function previously administered by another government agency, a quasi-public, or a private enterprise, the seniority of employees who become Bargaining Unit members as a result of this change shall be their date of appointment into state service unless the legislation or an Executive Order causing such appointment, or Civil Service Commission action, specifies differently. Such seniority will be changed only where the employee is separated by reason other than layoff, suspension or approved leave of absence.

#### **Section E. Seniority Information.**

The Employer will prepare seniority lists structured by Department, Work Location, and classification, (each level within a series is a separate classification) showing the Bargaining Unit seniority (as defined in Section C. of this Article) of all Bargaining Unit employees on the payroll on the preparation date. The seniority lists for a work location shall be prepared at the end of the first pay period that reflects the seniority earned and credited through the end of the last full pay period in July and at the end of the first pay period that reflects the seniority earned and credited through the end of the last full pay period in January and will be made available for review by employees. A copy of the current seniority list shall be furnished to the Union.

Any employee or the Union shall be obligated to notify the Employer of any error in the current seniority list within 30 calendar days of the date such list was

made available for review by the employees or provided to the Union, whichever is later. If no error is reported within such reporting period, the list will stand as prepared and will thereupon become effective. Any error timely reported shall be corrected promptly.

Current seniority shall be updated and recomputed where necessary to: Add or remove the name of an employee transferring into or out of the work location and/or classification, as applicable; resolve a dispute arising from lost time incurred subsequent to the publication of the then-current seniority list; and determine the relative seniority of employees for purposes of implementing a layoff, in which case the pay period ending closest to, but before, the date of notice of layoff to the Union shall be used.

**Section F. Probationary Employees.**

For purposes of this Article, probationary employees shall be granted no seniority rights. Upon successful completion of the probationary period, such employees shall have credited to them the number of hours which they accumulated during their probationary period. However, this provision does not prohibit departments and agencies from rank ordering probationary employees--only among themselves--within the work location and classification.